UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNITED STATES POSTAL SERVICE

and Cases 11-CA-076110 10-CA-083082

AMERICAN POSTAL WORKERS UNION WINSTON-SALEM LOCAL 523

and Case 10-CA-083834

AMERICAN POSTAL WORKERS UNION RALEIGH COSMOPOLITAN LOCAL 1078¹

DECISION AND ORDER

Statement of the Cases

On August 15, 2012, United States Postal Service (the Respondent), American Postal Workers Union Winston-Salem Local 523 (APWU Local 523), American Postal Workers Union, Raleigh Cosmopolitan Local 1078 (APWU Local 1078), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

¹ The case caption has been revised to reflect the correct name of American Postal Workers Union, Raleigh Cosmopolitan Local 1078.

Findings of Fact

1. The Employer's business

The Respondent provides postal services for the United States and operates various facilities throughout the United States in performing that function, including the following facilities located in Winston-Salem, North Carolina: 1500 North Patterson Avenue (Main Office); 200 Town Run Lane (Center City Station); 1995 Pleasant Street (Waughtown Station); 3320 Silas Creek Parkway (Hanes Mall Station); 7840 North Point Boulevard (North Point Station); 3331 Healy Drive (Manor Station), and at Vehicle Maintenance facilities located at: 7840 Northpoint Boulevard, in Winston-Salem, North Carolina, and at 321 Main Avenue Southwest in Hickory, North Carolina; and at the Processing and Distribution Center located at 1 Floretta Place, in Raleigh, North Carolina (Raleigh Facility). Said facilities are the only facilities involved herein.

The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act, 39 U.S.C. Section 101 et seq. (PRA).

2. The labor organizations involved

At all material times, APWU Local 523 and APWU Local 1078 have each been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, Winston-Salem, Raleigh, and Hickory, North Carolina, its officers, agents, successors, and assigns shall:

1. Cease and desist from

- (a) Refusing to bargain collectively and in good faith with American Postal Workers Union, AFL-CIO (Union) as the exclusive bargaining representative of its employees in an appropriate unit by failing and refusing to timely provide information to American Postal Workers Union Winston-Salem Local 523, and to American Postal Workers Union, Raleigh Cosmopolitan Local 1078, that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the bargaining unit employees.
- (b) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.

- (a) On request, timely provide American Postal Workers Union Winston-Salem Local 523 and American Postal Workers Union, Raleigh Cosmopolitan Local 1078 with information that is relevant and necessary to the Union's performance of its duties as exclusive collective-bargaining representative of the bargaining unit employees.
- (b) The Postmaster (or his or her designee) for the Respondent's facilities, described above, in Winston-Salem, North Carolina (Main Office; Center City Station; Waughtown Station; Hanes Mall Station; North Point Station; Manor Station; Vehicle Maintenance Facility) and at Vehicle Maintenance Facility in Hickory, North Carolina, shall promptly respond to requests for information submitted by American Postal Workers Union Winston-Salem Local 523, and/or will inform American Postal Workers Union Winston-Salem Local 523, in writing, of any anticipated delays and detailed reasons for the delays in responding to such requests for information.
- (c) The Postmaster (or his or her designee) for the Respondent's facilities, described above, in Winston-Salem, North Carolina (Main Office; Center City Station; Waughtown Station; Hanes Mall Station; North Point Station; Manor Station; Vehicle Maintenance Facility) and at Vehicle Maintenance Facility in Hickory, North Carolina, shall promptly advise Labor Relations the Respondent's Greensboro Administrative District, when the Postmaster cannot provide documents requested by American Postal Workers Union Winston-Salem Local 523.
- (d) The Postmaster (or his or her designee) for the Respondent's Raleigh Facility, described above, in Raleigh, North Carolina, shall promptly respond to requests for information submitted by American Postal Workers Union, Raleigh Cosmopolitan Local 1078, and/or will inform American Postal Workers Union, Raleigh Cosmopolitan Local 1078, in writing, of any anticipated delays and detailed reasons for the delays in responding to such requests for information.
- (e) The Postmaster (or his or her designee) for the Respondent's Raleigh Facility, described above, in Raleigh, North Carolina, shall promptly advise Labor Relations the Respondent's Greensboro Administrative District, when the Postmaster cannot provide documents requested by American Postal Workers Union, Raleigh Cosmopolitan Local 1078.
- (f) Within 14 days of service by the Region, post at all of the Respondent's facilities described above, in Winston-Salem, North Carolina (Main Office; Center City Station; Waughtown Station; Hanes Mall Station; North Point Station; Manor Station; Vehicle Maintenance Facility) and at Vehicle Maintenance Facility in Hickory, North Carolina, copies of the attached notice marked "Appendix A," and at the Respondent's Raleigh Facility described above in Raleigh, North Carolina, copies of the attached notice marked "Appendix B." Copies of the Notices, on forms provided by the Regional Director for Region 10, after being signed by the Respondent's authorized representative(s), shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent

shall distribute notices electronically, by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the applicable notice(s) to all current employees and former employees employed by the Respondent at any time since January 13, 2012.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., October 5, 2012.

Mark Gaston Pearce,	Chairman	
Brian E. Hayes,	Member	
Richard F. Griffin, Jr.,	Member	

(SEAL)

APPENDIX A

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

We are posting this Notice to inform you of the rights guaranteed to you by the National Labor Relations Act.

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT refuse to bargain in good faith with the American Postal Workers Union, AFL-CIO (Union), the exclusive bargaining representative of employees as defined in Article 1 of the National Agreement and employed by the United States Postal Service at the following facilities located in Winston-Salem, North Carolina: 1500 North Patterson Avenue (Main Office); 200 Town Run Lane (Center City Station); 1995 Pleasant Street (Waughtown Station); 3320 Silas Creek Parkway (Hanes Mall Station); 7840 North Point Boulevard (North Point Station); 3331 Healy Drive (Manor Station); Vehicle Maintenance Facility, 7840 Northpoint Boulevard; and at Vehicle Maintenance Facility, 321 Main Avenue Southwest, located in Hickory, North Carolina, by unreasonably delaying in providing to the Union, or its affiliated local, American Postal Workers Union Winston-Salem Local 523 (Local Union), copies of the staffing package for maintenance personnel at our facilities located within Winston-Salem, North Carolina, and documents pertaining to the investigation conducted of alleged threat made by a supervisor toward an official of the Local Union, and the names of our representatives at step 1 and step 2 of the grievance arbitration procedures pursuant to the collective-bargaining agreement with the Union for our facilities located in Winston-Salem, North Carolina.

WE WILL NOT, in any other manner, interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, upon request, timely provide the Local Union with information that is relevant and necessary to the Union's performance of its duties as exclusive collective-bargaining representative of bargaining unit employees.

	UNITED STATES POSTAL SERVICE (Employer)			
Dated:	By:			
	(Representative) (Title)			

APPENDIX B

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

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- Form, join, or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce employees in the exercise of these rights. More specifically,

WE WILL NOT refuse to bargain in good faith with the American Postal Workers Union, AFL-CIO (Union), the exclusive bargaining representative of employees as defined in Article 1 of the National Agreement and employed by the United States Postal Service at the Processing and Distribution Center located at 1 Floretta Place, in Raleigh, North Carolina (Raleigh Facility) by unreasonably delaying in providing to the Union, or its affiliated local, American Postal Workers Union, Raleigh Cosmopolitan Local 1078 (Local Union), copies of time records, including Everything Report, and overtime records, including Form 50, and bid sheets, in connection with pending grievances filed by the Local Union and/or potential grievances to be filed by the Local Union on behalf of employee(s).

WE WILL NOT, in any other manner, interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, upon request, timely provide the Local Union with information that is relevant and necessary to the Union's performance of its duties as exclusive collective-bargaining representative of bargaining unit employees.

UNITED STATES POSTAL SERVICE (Employer)

Dated:		By:		
_			(Representative)	(Title)